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CLERK U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

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COX COMMUNICATIONS, INC.

6

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8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA

10  
11 BRITTNI COTTLE-BANKS, an individual, on  
behalf of herself and of all others similarly  
12 situated,

13 Plaintiffs,

14 v.

15 COX COMMUNICATIONS, INC., a Delaware  
Corporation; and DOES 1 through 100, inclusive,

16 Defendants.

17

18 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

19 PLEASE TAKE NOTICE that defendant Cox Communications, Inc. ("Cox") hereby  
20 removes to this Court the state action described below.

21 1. On or about September 13, 2010, an action was commenced in the Superior Court of  
the State of California for the County of San Diego, entitled *Brittni Cottle-Banks v. Cox*  
22 *Communications, Inc., and Does 1 through 100*, Case No. 37-2010-0010195-CU-BT-CTL, attached  
23 hereto as Exhibit "A."

24 2. Cox first received a copy of the complaint on September 20, 2010, when Cox was  
served with a summons, civil cover sheet, notice to litigants, notice of case assignment, and a copy  
25 of the complaint from the state court. A copy of the summons, civil cover sheet, notice to litigants,  
26 and notice of case assignment are attached hereto as Exhibit "B."

1       3. This is a civil action for which this Court has original jurisdiction under 28 U.S.C. §  
2 1331, and which may be removed to this Court by defendant pursuant to 28 U.S.C. § 1441(b).  
3 Plaintiff alleges that Cox has violated the Cable Television Consumer Protection and Competition  
4 Act of 1992 (“Federal Cable Act”), 47 U.S.C. § 543(f), by charging its cable television customers a  
5 monthly rental fee for cable converter boxes and/or remote control devices which these customers  
6 did not request by name. Complaint ¶¶ 6, 45, 47. Plaintiff’s claim under the California Business  
7 and Professions Code § 17200, *et seq.* *Id.* ¶¶ 7, 43, 47, arises in its entirety from Plaintiff’s claim  
8 that Cox has violated the Federal Cable Act. The resolution of Plaintiff’s state law claim is thus  
9 entirely contingent upon the interpretation of a substantial question of federal law—whether Cox  
10 has violated 47 U.S.C. § 543(f).

11      4. Furthermore, the Federal Cable Act expressly preempts state or local actions that  
12 amount to rate regulation of basic cable television services, including equipment charges, which is  
13 the purview of the Federal Communications Commission. The Complaint’s allegations that Cox  
14 unlawfully charged its customers a monthly rental fee for cable converter boxes and/or remote  
15 control devices that these customers did not request by name falls within the rate regulation  
16 provisions of the Federal Cable Act, and Plaintiff’s state law claim arising under those provisions is  
17 preempted.

18      5. This Court also has original jurisdiction over this action pursuant to 28 U.S.C.  
19 § 1332 because there is complete diversity between the parties and the amount in controversy  
20 exceeds \$75,000.

21      6. Complete diversity exists between the parties because they are citizens of different  
22 states. The plaintiff is alleged to be a citizen of the State of California. Complaint ¶ 8. The named  
23 defendant, Cox, is a Delaware corporation with its principal place of business in Georgia.  
24 Complaint ¶ 9. The citizenship of fictitious defendants is disregarded for removal purposes. 28  
25 U.S.C. § 1441(a).

26      7. While the Complaint does not include any allegation regarding a specific damages  
27 amount, it is apparent from the face of the Complaint that the amount in controversy exceeds  
28 \$75,000, exclusive of interest and costs. The Complaint alleges that Cox has over 100,000

1 customers in California, and seeks restitution for all amounts that these customers may have paid to  
2 Cox since September, 2006 in monthly rental fees for cable converter boxes and/or remote control  
3 devices that were not requested by name these customers. Complaint ¶¶ 9, 24, and at Prayer for  
4 Relief.

5

6 Dated: October 13, 2010

MINTZ LEVIN COHN FERRIS GLOVSKY AND  
POPEO PC

7

8 By   
Nathan R. Hamler, Esq.

9

10 Attorneys for Defendant  
COX COMMUNICATIONS, INC.

11

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OF COUNSEL:

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# EXHIBIT A

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FILED  
Court of the Superior Court

SEP 13 2010

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FAXED

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF SAN DIEGO

16 BRITTNI COTTLE-BANKS, an individual, on } CASE NO.: 37-2010-00100185-CU-BT-CTL  
behalf of herself and of all others similarly  
situated,

CLASS ACTION

18 Plaintiff,  
19 vs.  
20 COX COMMUNICATIONS, INC., a Delaware  
Corporation; and DOES 1 through 100,  
21 inclusive,  
22 Defendants.

COMPLAINT FOR RESTITUTION AND  
INJUNCTIVE RELIEF FOR UNLAWFUL  
BUSINESS PRACTICES (California Business  
& Professions Code, Section 17200)

DEMAND FOR JURY TRIAL

COMPLAINT

DOC#1527331v1

1        Comes now Plaintiff BRITTNI COTTLE-BANKS, individually and on behalf of all others  
2 similarly situated, and for causes of action against Defendants and each of them, alleges as  
3 follows:

4                          **INTRODUCTION**

5        1. This complaint involves a representative action for restitution and injunctive  
6 relief, and is brought by an individual on behalf of herself and on behalf of all other persons who,  
7 at any time between September 13, 2006, and the present, paid a rental fee to Defendant COX  
8 COMMUNICATIONS, INC. ("CCI" or "Defendant") for the use of a cable television converter  
9 box and/or remote control device which they did not affirmatively request by name in connection  
10 with cable television service they received within the state of California.

11      2. Defendant CCI provides, among other things, cable television service to  
12 consumers throughout the state of California.

13      3. As part of CCI's cable television service, CCI offers different levels of service,  
14 including premium channels such as HBO and Cinemax, as well as Basic and/or Standard Cable  
15 service.

16      4. CCI charges its customers a rental fee for the use of converter boxes and/or  
17 remote control devices that customers do not affirmatively request by name.

18      5. CCI's practice of charging customers for converter boxes and/or remote control  
19 devices which they did not affirmatively request by name is unfair, deceptive, and in violation of  
20 California and federal law as pled more fully herein.

21      6. CCI's failure to obtain affirmative requests by name for a cable converter box  
22 and/or remote control device, prior to charging for such equipment violates the Cable Television  
23 Consumer Protection and Competition Act of 1992, 47 U.S.C. § 543(f) ("Cable Act").

24      7. Pursuant to California Business and Professions Code § 17200, *et seq.*, CCI's  
25 violation of the Cable Act constitutes an unlawful business practice.

26                          **PARTIES**

27      8. Plaintiff BRITTNI COTTLE-BANKS ("COTTLE-BANKS" or "Plaintiff") is, and  
28 at all times relevant hereto has been, an individual and a resident of San Diego County,

1 California. COTTLE-BANKS paid a rental fee to CCI for the use of a cable television converter  
2 box and remote control device within the state of California which she did not affirmatively  
3 request by name.

4       9.     Defendant CCI is a Delaware Corporation, headquartered in Atlanta, Georgia, and  
5 authorized to do business in California. Plaintiff is informed and believes, and on that basis  
6 alleges, that CCI provides cable television service to over 100,000 consumers in the state of  
7 California, and thus has sufficient contacts with California for this Court to exercise jurisdiction  
8 over it.

9       10. The true names and capacities of the defendants named herein as DOES 1 through  
10 100, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff  
11 who therefore sues such defendants under fictitious names pursuant to California Code of Civil  
12 Procedure § 474. Plaintiff is informed and believes, and on that basis alleges, that these  
13 defendants, DOES 1 through 100, are in some manner or capacity, and to some degree, legally  
14 responsible and liable for the damages of which Plaintiff complains. Plaintiff will seek leave of  
15 Court to amend this Complaint to set forth the true names and capacities of all fictitiously-named  
16 defendants within a reasonable time after they become known.

## **JURISDICTION AND VENUE**

18        11. This is a civil action brought under and pursuant to California Business &  
19 Professions Code § 17200, *et seq.* ("UCL").

20 | 12. This Court has jurisdiction over this action pursuant to California Code of Civil  
21 | Procedure § 410.10.

22       13. The violations of law alleged in this complaint occurred in San Diego county and  
23 elsewhere in California. This Court has jurisdiction over CCI because it is a corporation that is  
24 authorized to conduct, and in fact does conduct, substantial business in the State of California,  
25 has sufficient minimum contacts with this state, and otherwise purposely avails itself of the  
26 markets in this state, through the promotion, sale, marketing, and distribution of its services and  
27 products in the state, so as to render the exercise of jurisdiction by California courts permissible  
28 under traditional notions of fair play and substantial justice.

1       14. The monetary relief which Plaintiff seeks is in excess of the jurisdictional  
2 minimum required by this Court and will be established according to proof at trial.

3       15.     Venue is proper in this Court pursuant to California Code of Civil Procedure  
4     §§ 395 and 395.5 because the unlawful and unfair business practices at issue were performed  
5     and/or engaged in within the county of San Diego, California.

6       16. Plaintiff is informed and believes, and on that basis alleges, that Defendants CCI  
7 and DOES 1 through 100, and each of them, have sufficient contacts with the state of California  
8 for this Court to exercise jurisdiction over them.

## **FACTUAL ALLEGATIONS**

10        17. COTTLE-BANKS began receiving cable television service from CCI in San  
11 Diego County, California in 2008.

12        18. COTILE-BANKS paid a rental fee to CCI for the use of one or more converter  
13 boxes and remote control devices.

14        19. At the time of installation of her cable television service and equipment, CCI  
15 installed one or more converter boxes to COTTLE-BANKS' television(s) and left her with one  
16 remote control device for each converter box.

17        20. COTTE-BANKS never affirmatively requested by name either a converter box  
18 or a remote control device from CCI.

19       21. Plaintiff is informed and believes, and on that basis alleges, that Defendant  
20 provides, and has provided, cable television service to over 100,000 persons throughout the state  
21 of California at some time during the Class Period.

22 Plaintiff is further informed and believes, and on that basis alleges, that Defendant  
23 has charged a significant portion of its cable television service customers monthly rental fees for  
24 use of one or more cable converter boxes and/or remote control devices, despite the fact that  
25 most, if not all, of those customers never affirmatively requested either device by name from  
26 Defendant.

27 23. Plaintiff is informed and believes, and on that basis alleges, that by virtue of  
28 Defendant's unlawful and unfair business practices alleged herein, Defendant has received

1 substantial sums of money, and has realized profits from those unlawful and unfair practices  
2 since September 13, 2006. Specifically, CCI charges its cable television service customers a  
3 monthly rental fee for a cable converter box and/or a remote control device which customers  
4 never affirmatively requested by name.

5       24. The relief sought in this action is necessary to restore to Plaintiff and to members  
6 of the proposed Class the money which Defendant has illegally acquired through the unlawful  
7 and unfair treatment of Plaintiff and each member of the Class as described herein. Plaintiff and  
8 all Class Members are entitled to restitution of all amounts paid by such persons to CCI  
9 throughout the relevant Class Period for the rental of a cable converter box and/or remote control  
10 device which they did not affirmatively request by name. In addition, Plaintiff is entitled to an  
11 injunction permanently enjoining Defendant from committing the unlawful conduct alleged  
12 herein.

## **CLASS ACTION ALLEGATIONS**

14       25. Plaintiff brings this action on behalf of herself and on behalf of all other persons  
15 similarly situated as a class action pursuant to California Code of Civil Procedure § 382, namely  
16 each and every person who, at any time during the period from September 13, 2006, to the  
17 present ("Class Period"), paid a rental fee to CCI for the use of a cable television converter box  
18 and/or remote control device which they did not affirmatively request by name in connection  
19 with cable television service they received within the state of California.

20       26. The class in this action may be defined as: "All persons who, at any time from  
21 September 13, 2006, to the present, paid a rental fee to CCI for the use of a cable television  
22 converter box and/or remote control device which they did not affirmatively request by name in  
23 connection with cable television service they received within the state of California" (the  
24 "Class").

25 || 27. Plaintiff is a member of the Class.

26        28. The number of persons in the Class is so numerous that joinder of all such persons  
27 would be impracticable. While the exact number and identities of all such persons are unknown

1 to Plaintiff at this time, and can only be obtained through appropriate discovery, Plaintiff is  
2 informed and believes, and on that basis alleges, that the Class includes over 100,000 persons.

3 29. Disposition of Plaintiff's claims in a class action will be of benefit to all parties  
4 and to the Court.

5 30. There is a well-defined community of interest presented by the Class in that,  
6 among other things, each member of the Class has an interest in obtaining appropriate legal relief  
7 for the harm of which Plaintiff complains, and obtaining other adequate compensation for the  
8 common injuries which Plaintiff and all Class Members have suffered as a result of Defendant's  
9 actions.

10 31. A class action in this case is superior to any other available method for the fair  
11 and efficient adjudication of the claims presented herein. Proof of a common or single set of  
12 facts will establish the right of each Class Member to recover. Further, Plaintiff is informed and  
13 believes, and on that basis alleges, that the individual claims of each Class Member are so small  
14 that, but for a class action, such claims will go unprosecuted. Consequently, this class action is  
15 in the public interest and in the interests of justice.

16 32. The prosecution of separate actions by individual Class Members would create a  
17 risk of inconsistent and/or varying adjudications with respect to individual Class Members which  
18 would or may establish incompatible standards of conduct for Defendant.

19 33. The prosecution of separate actions by individual Class Members would also  
20 create a risk of adjudications with respect to individual Class Members which would, as a  
21 practical matter, be dispositive of the interests of other Class Members not parties to the  
22 particular individual adjudications, and/or would or may substantially impede or impair the  
23 ability of those other members to protect their interests.

24 34. Common questions of fact and law exist in this case with respect to the Class  
25 which predominate over any questions affecting only individual Class Members and which do  
26 not vary between Class Members.

27 35. The common questions of fact involved in this case include, without limitation:  
28 whether Class Members received cable television service from CCI at any time during the

1 relevant Class Period; whether Class Members paid a rental fee to CCI for the use of a converter  
2 box and/or remote control device during the relevant Class Period; and whether CCI requires  
3 customers to affirmatively request a cable box and/or remote by name before charging them for  
4 such items.

5       36. The common questions of law involved in this case include, without limitation:  
6 whether the imposition of a rental fee for cable converter boxes and/or remote control devices by  
7 CCI which Class Members did not affirmatively request by name is unlawful and/or unfair in  
8 violation of the UCL; and whether Class Members who paid a rental fee to CCI for the use of a  
9 cable converter box and/or remote control device which they did not affirmatively request by  
10 name are entitled to restitution of those monies from CCI.

11       37. Plaintiff and each Class Member have been injured economically as a result of a  
12 common course of conduct engaged in by Defendant as complained of herein.

38. The claims of the named Plaintiff in this case are typical of those of all other  
Class Members, in that, among other things, during the Class Period Plaintiff paid CCI rental  
fees for one or more cable converter boxes and/or remote control devices which she did not  
affirmatively request by name.

17       39. The claims of the named Plaintiff are coincident with, and not antagonistic to, the  
18 claims of the other Class Members whom she seeks to represent.

19       40. The named Plaintiff will fairly and adequately represent and protect the interests  
20 of the Class Members whom she seeks to represent. Plaintiff does not have any interests which  
21 are antagonistic to the interests of the proposed Class.

22       41. Counsel for Plaintiff are experienced, qualified and fully able to conduct complex  
23 class action litigation.

## **CAUSE OF ACTION**

## **CLAIM FOR UNLAWFUL BUSINESS PRACTICES**

(California Business & Professions Code § 17200, et seq.)

**(By Plaintiff on behalf of herself and all other Class Members against All Defendants)**

27 42. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,  
28 paragraphs 1 through 41 of this Complaint.

1       43. Since September 13, 2006, and at all times relevant hereto, by and through the  
2 conduct described herein, Defendant has engaged in unfair, unlawful and/or fraudulent business  
3 practices, in violation of California Business and Professions Code § 17200, *et seq.*, and has  
4 thereby deprived Plaintiff and all Class Members of money, and fundamental rights and  
5 privileges guaranteed to all consumers under California law.

6       44. The acts and conduct of Defendant complained of herein constitute unlawful,  
7 unfair and/or fraudulent business practices and/or acts, including, without limitation, the practice  
8 of charging Class Members rental fees for use of a cable converter box and/or remote control  
9 device which those Class Members did not affirmatively request by name.

10      45. At all times relevant to this Complaint, the Cable Act, 47 U.S.C. § 543(f), has been  
11 in full force and effect, and provides: "A cable operator shall not charge a subscriber for any  
12 service or equipment that the subscriber has not affirmatively requested by name. For purposes  
13 of this subsection, a subscriber's failure to refuse a cable operator's proposal to provide such  
14 service or equipment shall not be deemed to be an affirmative request for such service or  
15 equipment."

16      46. CCI charged Plaintiff and each Class Member for a cable converter box and/or  
17 remote control device that they did not affirmatively request by name.

18      47. Defendant's failure to obtain any Class Member's affirmative request by name for  
19 a cable converter box and/or remote control device, prior to charging Class Members for such  
20 equipment, violates the Cable Act. Defendant's violation of the Cable Act constitutes an  
21 unlawful business practice in violation of the UCL.

22      48. As a result of Defendant's unfair, unlawful and/or fraudulent business practices,  
23 Plaintiff and all Class Members have lost money, namely all amounts paid by Plaintiff and such  
24 Class Members for rental of equipment they did not affirmatively request by name.

25      49. All of the acts described herein are unlawful and in violation of public policy, and  
26 in addition, are immoral, unethical, oppressive, fraudulent and/or unscrupulous, and thereby  
27 constitute unfair, unlawful and/or fraudulent business practices in violation of the UCL.

28

1       50. Plaintiff and all Class Members are entitled to and do seek such relief as may be  
2 necessary to restore to them the money which Defendant acquired, or of which Plaintiff and all  
3 Class Members have been deprived, by means of the above-described unfair, unlawful and/or  
4 fraudulent business practices.

5       51. Plaintiff and all Class Members are further entitled to and do seek a declaration  
6 that the above described business practices are unfair, unlawful and/or fraudulent, and injunctive  
7 relief restraining Defendant from engaging in any of the above-described unfair, unlawful and/or  
8 fraudulent business practices in the future.

## **PRAYER FOR RELIEF**

0 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 11 A. That this action be certified as a class action;  
12 B. That Plaintiff BRITTNI COTTLE-BANKS be certified as the representative of a  
13 class consisting of: "All persons who, at any time from September 13, 2006, to the present, paid  
14 a rental fee to CCI for the use of a cable television converter box and/or remote control device  
15 which they did not affirmatively request by name in connection with cable television service they  
16 received within the state of California";  
17 C. That Plaintiff's counsel be certified as counsel for the class;  
18 D. That the business practices alleged herein be declared in violation of the public  
19 policy of the State of California, including but not limited to California Business and Professions  
20 Code § 17200, *et seq.*;  
21 E. For a preliminary and permanent injunction to prevent the use or employment by  
22 Defendant of each practice alleged herein and found to be an unfair, unlawful and/or fraudulent  
23 business practice;  
24 F. For a further order to restore to Plaintiff and all Class Members (i.e., restitution  
25 of) any money which Defendant may have acquired by means of each practice alleged and found  
26 herein to be an unfair, unlawful and/or fraudulent business practice;  
27 G. Awarding pre-and post-judgment interest;  
28 H. Awarding attorney's fees, expenses and costs; and,

1 I. For such other and further relief as this Court may deem just and appropriate.

2 **JURY DEMAND**

3 Plaintiff hereby demands a trial by jury.

4 DATED: September 13, 2010

5 **MILBERG LLP**  
6 JEFF S. WESTERMAN  
7 SABRINA S. KIM

*Sabrina Kim /JMF*

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29 Attorneys for Plaintiff



# EXHIBIT B

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

COX COMMUNICATIONS, INC., a Delaware Corporation; and DOES 1 through 100, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

BRITTNI COTTLE-BANKS, an individual, on behalf of herself and all others similarly situated,

SUM-100  
FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

FILED  
Court of the Superior Court

SEP 15 2010

**NOTICE:** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory fee for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's fee must be paid before the court will dismiss the case.

**AVISO:** Lo han demandado. Si no responde dentro de 30 días, la corte puede declarar en su contra sin escuchar su versión. *Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este caso y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto el decesa que presentan su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorts.ca.gov](http://www.sucorts.ca.gov)), en la biblioteca de leyes de su condado o en la corte que lo queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cuente con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorts.ca.gov](http://www.sucorts.ca.gov)) o póngase en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a restarle las cuotas y los costos excedentes por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda deschar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

Superior Court of California, County of San Diego  
330 West Broadway, San Diego, CA 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Sabrina S. Kim, Milberg LLP, 300 S. Grand Avenue, Suite 3900, Los Angeles, CA 90071 (213) 617-1200

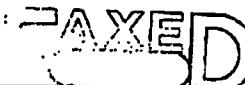
CASE NUMBER:  
Número del Caso:  
37-2010-00100185-CU-BT-CT

DATE:  
(Fecha) **SEP 15 2010** Clerk, by  
Deputy  
(Secretario) **CAROL McMAHON** (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):  
**COX COMMUNICATIONS, INC, a  
Delaware CORPORATION**
- on behalf of (specify):  
under:  CCP 418.10 (corporation)  CCP 418.60 (minor)  
 CCP 418.20 (defunct corporation)  CCP 418.70 (conservatee)  
 CCP 418.40 (association or partnership)  CCP 418.80 (authorized person)  
 other (specify):
- by personal delivery on (date):

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY</b> (Name, State Bar number, and address: Sabrina S. Kim (SBN 186242) Milberg LLP 300 South Grand Avenue, Suite 3900 Los Angeles, California 90071 TELEPHONE NO. (213) 617-1200 FAX NO. (213) 617-1975 <b>ATTORNEY FOR Plaintiff</b> Plaintiff Brittini Cottle-Banks		<b>F-1 ECR-01</b> <small>RECEIVED - CALIFORNIA COURT OF APPEAL - SEPT 13 2010</small> <b>SEP 13 2010</b> <small>SEP 13 2010</small> 
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> San Diego STREET ADDRESS: 220 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central		
<b>CASE NAME:</b> Cottle-Banks v. Cox Communications		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded demanded is exceeds \$25,000)      (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joiner <small>Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)</small>
		<b>CASE NUMBER:</b> 37-2010-09169165-CU-BT-CTL <b>JUDGE:</b> [Signature]

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort	Contract	Provisionally Complex Civil Litigation
<input type="checkbox"/> Auto (22)	<input type="checkbox"/> Breach of contract/warranty (18)	<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Rule 3.740 collections (08)	<input type="checkbox"/> Construction defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	<input type="checkbox"/> Other collections (06)	<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Asbestos (04)	<input type="checkbox"/> Insurance coverage (16)	<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Product liability (24)	<input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Medical malpractice (45)	<input type="checkbox"/> Eminent domain/inverse condemnation (14)	<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Wrongful eviction (33)	
Non-PI/PD/WD (Other) Tort	<input type="checkbox"/> Other real property (25)	
<input checked="" type="checkbox"/> Business tort/fundamental business practice (07)	<input type="checkbox"/> Undeveloped Real Estate	Enforcement of Judgment
<input type="checkbox"/> Civil rights (08)	<input type="checkbox"/> Commercial (31)	<input type="checkbox"/> Enforcement of judgment (20)
<input type="checkbox"/> Defamation (13)	<input type="checkbox"/> Residential (32)	Miscellaneous Civil Complaint
<input type="checkbox"/> Fraud (16)	<input type="checkbox"/> Drugs (38)	<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Intellectual property (18)	<input type="checkbox"/> Judicial Review	<input type="checkbox"/> Other complaint (not specified above) (42)
<input type="checkbox"/> Professional negligence (25)	<input type="checkbox"/> Asset forfeiture (05)	Miscellaneous Civil Petition
<input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Petition re: arbitration award (11)	<input type="checkbox"/> Partnership and corporate governance (21)
Employment	<input type="checkbox"/> Will of mandate (02)	<input type="checkbox"/> Other petition (not specified above) (43)
<input type="checkbox"/> Wrongful termination (38)	<input type="checkbox"/> Other judicial review (39)	
<input type="checkbox"/> Other employment (15)		

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a.  Large number of separately represented parties
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c.  Substantial amount of documentary evidence
- d.  Large number of witnesses
- e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify): 1 - Unlawful Business Practices

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 13, 2010

Sabrina S. Kim

(TYPE OR PRINT NAME)

*Sabrina Kim / s.s.k*

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2010-00100185-CU-BT-CTL CASE TITLE: COTTE-BANKS vs. COX COMMUNICATIONS INC

**NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE**

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.5, Division II and CRC Rule 201.8.

**ADR POLICY**

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR - i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial.

**ADR OPTIONS**

**1) CIVIL MEDIATION PROGRAM:** The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their disputes. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participate in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute - the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

**Assignment to Mediation, Cost and Timelines:** Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: \$150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

**2) JUDICIAL ARBITRATION:** Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

**Assignment to Arbitration, Cost and Timelines:** Parties may stipulate to binding or non-binding judicial arbitration or the judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court Local Rules Division II Chapter 3 and Code of Civil Procedure 1141 et seq. address this program specifically.

**3) SETTLEMENT CONFERENCES:** The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference judge.

**4) OTHER VOLUNTARY ADR:** Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (819) 238-2400.

**ADDITIONAL ADR INFORMATION:** For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (819) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (819) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>		<b>FOR COURT USE ONLY</b>
STREET ADDRESS: 330 West Broadway		
MAILING ADDRESS: 330 West Broadway		
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827		
BRANCH NAME: Central		
<b>PLAINTIFF(S): BRITTNI COTTL-BANKS</b>		
<b>DEFENDANT(S): COX COMMUNICATIONS INC</b>		
<b>SHORT TITLE: COTTL-BANKS VS. COX COMMUNICATIONS INC</b>		
<b>STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)</b>		<b>CASE NUMBER:</b> <b>37-2010-00100185-CU-BT-CTL</b>

Judge: Joel M. Pressman

Department: C-68

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management time-lines.

- |   |   |
|---|---|
| <input type="checkbox"/> Court-Referred Mediation Program                   | <input type="checkbox"/> Court-Ordered Nonbinding Arbitration           |
| <input type="checkbox"/> Private Neutral Evaluation                         | <input type="checkbox"/> Court-Ordered Binding Arbitration (Stipulated) |
| <input type="checkbox"/> Private Mini-Trial                                 | <input type="checkbox"/> Private Reference to General Referee           |
| <input type="checkbox"/> Private Summary Jury Trial                         | <input type="checkbox"/> Private Reference to Judge                     |
| <input type="checkbox"/> Private Settlement Conference with Private Neutral | <input type="checkbox"/> Private Binding Arbitration                    |
| <input type="checkbox"/> Other (specify): _____                             |   |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Alternate: (mediation & arbitration only) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Plaintiff \_\_\_\_\_

Name of Defendant \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name of Plaintiff's Attorney \_\_\_\_\_

Name of Defendant's Attorney \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 2.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissed calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by named parties are dismissed.

IT IS SO ORDERED.

Dated: 09/15/2010

JUDGE OF THE SUPERIOR COURT

SDCC-CIV-320 (Rev. 01-07)

STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION

Page: 1

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
<b>STREET ADDRESS:</b>	320 West Broadway
<b>MAILING ADDRESS:</b>	320 West Broadway
<b>CITY AND ZIP CODE:</b>	San Diego, CA 92101
<b>BRANCH NAME:</b>	Central
<b>TELEPHONE NUMBER:</b>	(619) 455-7688
<b>PLAINTIFF(S) / PETITIONER(S):</b> BRITNI COTTL-BANKS	
<b>DEFENDANT(S) / RESPONDENT(S):</b> COX COMMUNICATIONS INC	
<b>COTTL-BANKS VS. COX COMMUNICATIONS INC</b>	
<b>NOTICE OF CASE ASSIGNMENT</b>	<b>CASE NUMBER:</b> 37-2010-00100185-CU-BT-CTL

Judge: Joel M. Pressman

Department: C-68

COMPLAINT/PETITION FILED: 09/13/2010

**CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW**

---

**IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).**

**ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.**

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

**COMPLAINTS:** Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 80 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

**DEFAULT:** If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

**THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.**

**YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING**

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

BRITTN COTTE-BANKS, an individual, on behalf of herself and of all others similarly situated

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Jeff S. Westerman, Milberg LLP, 300 S. Grand Avenue, Suite 3900, Los Angeles, CA 90017; (213) 617-1200

## DEFENDANTS

COX COMMUNICATIONS, INC., a Delaware Corporation

10 OCT 13 PM L: 12

CLERK, U.S. DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES USE THE LOCATION OF THE LAND INVOLVED

DEPUTY

10 CV 2133 BTM WVG

Attorneys (If Known)  
Nathan R. Hamler, Mintz Levin, et al., 3580 Carmel Mountain Rd., #300, San Diego, CA 92130; (858) 314-1500

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- |  |   |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity<br>(Indicate Citizenship of Parties in Item III) |

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	PTF	DEF	PTF	DEF	
	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability			<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 850 Securities/Commodities Exchange
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise				<input checked="" type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 891 Agricultural Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 515 Habeas Corpus:	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
IMMIGRATION				<input type="checkbox"/> 950 Constitutionality of State Statutes
			<input type="checkbox"/> 462 Naturalization Application	
			<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee	
			<input type="checkbox"/> 465 Other Immigration Actions	
FEDERAL TAX SUITS				
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

## V. ORIGIN

(Place an "X" in One Box Only)

 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation

Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

47 U.S.C. Section 543(f)

Brief description of cause:

Unlawful practices under Cal. Bus. &amp; Prof. Section 17200 based on alleged violation of 47 USC 543(f)

## VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demand in complaint:

JURY DEMAND:

YES NO

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/13/2010

SIGNATURE OF ATTORNEY OF RECORD

*Nathan Hamler*

## FOR OFFICE USE ONLY

RECEIPT # *19051*AMOUNT *\$350*

APPLYING IFFP

JUDGE

MAG. JUDGE

*10-13-10**FAX*

Court Name: USDC California Southern  
Division: 3  
Receipt Number: CAS019057  
Cashier ID: mbain  
Transaction Date: 10/13/2010  
Payer Name: AMERICAN MESSENGER SERVICE

-----  
**CIVIL FILING FEE**

For: COTTLE BANKS V COX COMMUNICATI  
Case/Party: D-CAS-3-10-CV-002133-001  
Amount: \$350.00

-----  
**CHECK**

Check/Money Order Num: 7978  
Amt Tendered: \$350.00

-----  
Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

-----  
There will be a fee of \$45.00  
charged for any returned check.